12-12020-mg Doc 9759-3 Filed 03/18/16 Entered 03/18/16 11:15:09 Lathrop Decl. Exhibit B Pg 1 of 7

Exhibit B

Doc Type:NOTE Identifier: Entered 03/18/16 11:15:09 12-12020-mg Doc 9759-3 Filed 03/18/16 Lathrop Decl. Exhibit B 3003

NOTE

MERS PH # 1-888-679-6377 MIN:

December 16, 2005	Elizabeth	,Colorado
[Date]	[City]	[State]
CEAC Wanger J. Dut-	a Lawlenna CA 90110	
	e Larkspur, CO 80118	
[Proper	y Address]	
1. BORROWER'S PROMISE TO PAY		
In return for a loan that I have received, I promise to pay U.S.		s amount is called "Principal"), plus
interest, to the order of the Lender. The Lender is Clarion Mo	rtgage Capital, Inc.	
		I will make all payments
under this Note in the form of cash, check or money order.  I understand that the Lender may transfer this Note. The Le	udan an anciena isika taleaa thia Niat	a hartuguafar and saha ia antitlad ta
receive payments under this Note is called the "Note Holder."	inder of anyone who takes this Not	e by transfer and who is entitled to
2. INTEREST		
Interest will be charged on unpaid principal until the full arr	ount of Principal has been paid. I	will pay interest at a yearly rate of
<u>5.625</u> %.		
The interest rate required by this Section 2 is the rate I will p	ay both before and after any defau	alt described in Section 6(B) of this
Note.		
3. PAYMENTS (A) Time and Place of Payments		
I will pay principal and interest by making a payment every	month.	
I will make my monthly payment on the day of		bruary 1st , 2006 . I will
make these payments every month until I have paid all of the pri	ncipal and interest and any other c	harges described below that I may
owe under this Note. Each monthly payment will be applied		
	, I still owe amounts under this	Note, I will pay those amounts in full
on that date, which is called the "Maturity Date."  I will make my monthly payments at 9034 East Easter P	lace # 100 Centennial, CO 80	0112
	or at a different place if required b	
(B) Amount of Monthly Payments	<b></b>	•
My monthly payment will be in the amount of U.S. \$2,299	.75	
<ol> <li>BORROWER'S RIGHT TO PREPAY         I have the right to make payments of Principal at any tim     </li> </ol>	e hefore they are due. A navmer	nt of Principal only is known as a
"Prepayment." When I make a Prepayment, I will tell the Note F	Iolder in writing that I am doing so	
a Prepayment if I have not made all the monthly payments due to I may make a full Prepayment or partial Prepayments wi	inder the Note.	re The Note Holder will use my
Prepayments to reduce the amount of Principal that I owe under	this Note. However, the Note Hol	der may apply my Prepayment to the
accrued and unpaid interest on the Prepayment amount, before a I make a partial Prepayment, there will be no changes in the due	pplying my Prepayment to reduce	the Principal amount of the Note. If
agrees in writing to those changes.	date of in the amount of my month	ry payment unless the Note Holder
5. LOAN CHARGES	- Jan abarasa is finally interpret	ad so that the interest or other lan
If a law, which applies to this loan and which sets maximum charges collected or to be collected in connection with this loan		
reduced by the amount necessary to reduce the charge to the	permitted limit; and (b) any sums	already collected from me which
exceeded permitted limits will be refunded to me. The Note Hounder this Note or by making a direct payment to me. If a r	efund reduces Principal, the reduced	uction will be treated as a partial
Prepayment.		,
<ol> <li>BORROWER'S FAILURE TO PAY AS REQUIRED</li> <li>(A) Late Charge for Overdue Payments</li> </ol>		
If the Note Holder has not received the full amount of any n	nonthly payment by the end of	15 calendar days after the
date it is due, I will pay a late charge to the Note Holder. The an	nount of the charge will be	5.000% of my overdue payment of
principal and interest. I will pay this late charge promptly but of	only once on each late payment.	
(B) Default If I do not pay the full amount of each monthly payment on	the date it is due, I will be in defa	ault.
(C) Notice of Default		•
If I am in default, the Note Holder may send me a written r date, the Note Holder may require me to pay immediately the ful	l amount of Principal which has no	ot been paid and all the interest that I
owe on that amount. That date must be at least 30 days after the		
(D) No Waiver By Note Holder  Even if, at a time when I am in default, the Note Holder do	es not require me to pay immedia	ately in full as described above, the
Note Holder will still have the right to do so if I am in default a		······································
(E) Payment of Note Holder's Costs and Expenses If the Note Holder has required me to pay immediately in fi	ill as described above, the Note H	folder will have the right to be paid
back by me for all of its costs and expenses in enforcing this N	lote to the extent not prohibited by	y applicable law. Those expenses
include, for example, reasonable attorneys' fees. 7. GIVING OF NOTICES		
Unless applicable law requires a different method, any noti	ce that must be given to me under	this Note will be given by delivering
it or by mailing it by first class mail to me at the Property Addre my different address.	ss above or at a different address i	if I give the Note Holder a notice of
	27 . 1911 1 1 1 1 1 1	9 1 91 91 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note

MULTISTATE FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 9847.CV (4/05)

1003

Form 3200 1/01 (page 1 of 2 pages) Creative Thinking, Inc. 12-12020-mg

Doc 9759-3

Decl. Exhibit B Pg 3 of 7

Filed 03/18/16 Entered 03/18/16 11:15:09

Lathrop

against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

١

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PAY TO THE GREER OF	Borrower Lynn Chapman Greene	(Seal)
WITHOUT RECOURSE THIS 10 DAY OF  DOCUMENT 20 05  CLARION MORTGAGE CAPITAL, INC.  BY: KATHEN DIE RY, I EN OLE	Borrower	(Seal)
Katherine R. Wierda Assistant Treasurer	Borrower	(Seal)
	Borrower	(Seal)

[Sign Original Only]

Identifier: Doc Type:NOTE

> 12-12020-mg Doc 9759-3

Filed 03/18/16 Entered 03/18/16 11:15:09 Decl. Exhibit B

Pg 4 of 7

Lathrop

MERS PH # 1-888-679-6377

**NOTE** 

MIN:

December 16, 2005	Elizabeth	,Colorado
[Date]	[City]	[State]
6526 Wauconda Drive	Larkspur, CO 80118	·
[Property	Address]	
1. BORROWER'S PROMISE TO PAY	¢390 500 00 (41:	
In return for a loan that I have received, I promise to pay U.S. interest, to the order of the Lender. The Lender is Clarion Mort		s amount is called "Principal"), plus
and on this Note in the forms of such about an arrangement		. I will make all payments
under this Note in the form of cash, check or money order.  I understand that the Lender may transfer this Note. The Lendreceive payments under this Note is called the "Note Holder."	ler or anyone who takes this Not	e by transfer and who is entitled to
2. INTEREST Interest will be charged on unpaid principal until the full amo	unt of Principal has been paid. I	will pay interest at a yearly rate of
5.625%.	whath hafana and after any deferi	it described in Castian C(D) afabia
The interest rate required by this Section 2 is the rate I will pay Note.	y both before and after any defau	in described in Section 6(B) of this
3. PAYMENTS  (A) Time and Place of Payments		
(A) Time and Place of Payments  I will pay principal and interest by making a payment every r	nonth.	
I will make my monthly payment on the tat day of each		
make these payments every month until I have paid all of the princ owe under this Note. Each monthly payment will be applied as Principal. If, on January 1st , 2036 on that date, which is called the "Maturity Date."	of its scheduled due date and	will be applied to interest before
on that date, which is called the "Maturity Date."  I will make my monthly payments at 9034 East Easter Pla	ace #100 Centennial CO 80	1112
	at a different place if required b	
(B) Amount of Monthly Payments	£	
My monthly payment will be in the amount of U.S. \$2,299.79  4. BORROWER'S RIGHT TO PREPAY		
I have the right to make payments of Principal at any time "Prepayment." When I make a Prepayment, I will tell the Note Ho a Prepayment if I have not made all the monthly payments due un	older in writing that I am doing so der the Note.	o. I may not designate a payment as
I may make a full Prepayment or partial Prepayments with Prepayments to reduce the amount of Principal that I owe under the accrued and unpaid interest on the Prepayment amount, before app I make a partial Prepayment, there will be no changes in the due da agrees in writing to those changes.	out paying a Prepayment charg is Note. However, the Note Hole	der may apply my Prepayment to the
5. LOAN CHARGES  If a law, which applies to this loan and which sets maximum charges collected or to be collected in connection with this loan er reduced by the amount necessary to reduce the charge to the pe exceeded permitted limits will be refunded to me. The Note Hold under this Note or by making a direct payment to me. If a ref	xceed the permitted limits, then: rmitted limit; and (b) any sums ler may choose to make this refu	(a) any such loan charge shall be already collected from me which nd by reducing the Principal I owe
Prepayment.  6. BORROWER'S FAILURE TO PAY AS REQUIRED		
(A) Late Charge for Overdue Payments If the Note Holder has not received the full amount of any mo date it is due, I will pay a late charge to the Note Holder. The amo		calendar days after the 5.000% of my overdue payment of
principal and interest. I will pay this late charge promptly but on (B) Default		
If I do not pay the full amount of each monthly payment on the (C) Notice of Default		•
If I am in default, the Note Holder may send me a written not date, the Note Holder may require me to pay immediately the full a owe on that amount. That date must be at least 30 days after the da (D) No Waiver By Note Holder	mount of Principal which has no	ot been paid and all the interest that I
Even if, at a time when I am in default, the Note Holder does Note Holder will still have the right to do so if I am in default at a (E) Payment of Note Holder's Costs and Expenses		tely in full as described above, the
If the Note Holder has required me to pay immediately in full back by me for all of its costs and expenses in enforcing this Not include, for example, reasonable attorneys' fees.  7. GIVING OF NOTICES		
Unless applicable law requires a different method, any notice it or by mailing it by first class mail to me at the Property Address my different address.	above or at a different address i	f I give the Note Holder a notice of
Any notice that must be given to the Note Holder under this N to the Note Holder at the address stated in Section 3(A) above or 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE.	at a different address if I am give	n a notice of that different address.
If more than one person signs this Note, each person is fully Note, including the promise to pay the full amount owed. Any sobligated to do these things. Any person who takes over these obligated to keep all of the promises made in	person who is a guarantor, sure igations, including the obligation	ty or endorser of this Note is also ns of a guarantor, surety or endorser

Doc Type:NOTE

12-12020-mg

Doc 9759-3

Decl. Exhibit B Pg 5 of 7

Filed 03/18/16 Entered 03/18/16 11:15:09

Lathrop

against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PAY TO THE GREER OF	Borrower Lynn Chapman Greene	(Seal)
WITHOUT RECOURSE THIS 100 DAY OF  DOCUMENT 20 05  CLARION MORTGAGE CAPITAL, INC.  BY: KATHEWINE R TALLED NA	Borrower	(Seal)
Katherine R. Wierda Assistant Treasurer	Borrower	(Seal)
	Borrower	(Seal)

[Sign Original Only]

	_	7	Deci. Exi		Pg b oi 7	
		1				_
		3	!	×	20	
4		**		MERS PH	# 1-888-679-6377	
		NOT	E	MIN:	316-5	
i		, 1101		X		
		L				
		ş	Î			
<b>5</b>	- Law 16 2005		Elizabeth		Colorado	
	nber 16, 2005 Date]	1	[City]		[State]	
		526 Wauconda Drive	Larkspur, CO 801	18		
		[Property A				
	r'S PROMISE TO P	N.V				
In return for a !	oon that I have receive	ed. I promise to pay U.S. \$	399,500.00	(this amo	unt is called "Principal"), plus	
interest, to the orde	r of the Lender. The	Lender is Clarion Morts	gage Capital, Inc.		. I will make all payments	
under this Note in t	he form of cash, check	k or money order.			-	
I understand th	at the Lender may tran inder this Note is calle	nsfer this Note. The Lends	er of anyone who take	s this Note by t	ransfer and who is entitled to	
A DIMEDICT		4				
		rincipal until the full amou	nt of Principal has be	en paid. I will	pay interest at a yearly rate of	
5.625 The interest ra	_%. te required by this Sec	tion 2 is the rate I will pay	both before and after	any default des	cribed in Section 6(B) of this	
Note.		ì		٠,		
3. PAYMENTS (A), Time an	d Place of Payment	s <sup>†</sup>				
Lwill nov oring	cinal and interest by n	naking a payment every it the <u>1st</u> day of ea	ionth. ch month beginning (	on Februa	ry 1st , 2006 . I will	
	ite avery month until I	have naid all of the princ	inal and interest and a	my other charge	es described below that I may	
own under this No	te Fach monthly na	vment will be applied as	of its scheduled due	date and will	be applied to interest before I will pay those amounts in full	
an that data subjob	ic called the "Maturi	by Date "	1			
I will make n	ly monthly payments	at 9034 East Easter Pla	at a different place if	required by the	Note Holder.	
(B) Amoun	t of Monthly Payme	nts				
My monthly p	ayment will be in the	amount of U.S. \$2,299.75				
I have the rig	ht to make payments	of Principal at any time			Principal only is known as a nay not designate a payment as	
a Prepayment if I h	lave not made all the	monthly payments due un	der the Note.	nent charge. T	The Note Holder will use my have apply my Prepayment to the	
Prepayments to rec	duce the amount of Pri	ncipal that I owe under thi	s Note. However, the	Note Holder n	hay apply my Prepayment to the Principal amount of the Note. If	
I make a partial Pro	epayment, there will b	e no changes in the due da	te or in the amount of	my monthly pa	yment unless the Note Holder	
agrees in writing to 5. LOAN CHA	DCFC	1	· · · · · · · · · · · · · · · · · · ·	.!	that the interact or other laws	
abaccas collected	or to be collected in co	onnection with this loan ex	ceed the permitted in	mits, then: (a)	that the interest or other loan any such loan charge shall be	
reduced by the arr	nount necessary to rec	luce the charge to the per	mitted limit; and (b)	any sums airc	reducing the Principal I owe	
under this Note of	r by making a direct	payment to me. If a ref	und reduces Principa	al, the reductio	n will be treated as a partial	
6. BORROWE	R'S FAILURE TO I	PAY AS REQUIRED				
If the Note Ho	older has not received	the full amount of any mo	nthly payment by the	end of 15		
date it is due, I wil	I pay a late charge to the	he Note Holder. The amo c charge promptly but on	unt of the charge will	ayment.	0% of my overdue payment of	
(R) Default	•	ch monthly payment on th	1	1.5		
///\ NT-42	-CT\-C14		I I		overdue amount by a cortain	
data the Note Hal	der may require me to	nay immediately the full 8	mount of Principal Wi	nich has not de	en paid and all the interest that I e or delivered by other means.	
(D) Na IVa	issan Dy Note Holder					
Note Holder will s	still have the right to d	lo so if I am in default at a	later time.	y miniculately	in full as described above, the	
If the Note H	nt of Note Holder's older has required me	In nav immediately in fill	as described above, t	the Note Holde	r will have the right to be paid	
back by me for all include, for examp	l of its costs and expe ple, reasonable attorne	nses in enforcing this Not eys' fees.	e to the extent not pro	onitited by app	olicable law. Those expenses	
7. GIVING OF	NOTICES	. i fferent method, any notice	that must be given to	me under this !	Note will be given by delivering	
it or by mailing it	by first class mail to m	e at the Property Address	above of at a differen	it address if i gi	ve the Note Holder & notice of	
Any notice the	at must be given to the r at the address stated	in Section 3(A) above or	ote will be given by dat a different address i	lelivering it or l if I am given a r	by mailing it by first class mail notice of that different address.	
8: OBLIGATION	ONS OF PERSONS one person signs this	Note, each person is fully	and personally oblig	ated to keep al	I of the promises made in this	
Note, including the	ne promise to pay the	who takes over these obl	gerson who is a guar	antor, surety of	a guarantor, surety or endorser	
of this Note, is als	o obligated to keep al	of the promises made in	this Note. The Note	Holder may en	force its rights under this Note	ı

MULTISTATE FIXED HATE NOTE.—Single Family—Famile Mac/Freddle Mac UNIFORM INSTRUMENT 9847.CV (4/03) 601383003

Form 3200 1/01 (page 1 of 2 pages) Creative Thinking, Inc.

against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor.

"Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a right in the present with limited variations in some litrigidations. In addition to the presented when Note.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower note of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or decemend on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PAY TO THE GROSE	ΩF
------------------	----

WITHOUT RECQUASE THIS IL

Katherine R. Wierda Assistant Treasurer

Bonower Lynn Chapman	Greene	
	9	
Borrower		(Seal)

(Seal)

[Sign Original Only]

MULTISTATE FIXED NOTE—Single Fimily—Fanale Mac/Preddie Mac UNIFORM INSTRUMENT 9847.CV (4/05)

Form 3200 1/01 (page 2 of 2 pages) Creative Thinking, Inc.